

A. G. Contract No. KR93-1370-TRN  
ECS File: JPA-93-91  
**PHOENIX File:**  
Project: RAM 600-0-520  
TRACS No.: H 2445 05C  
Section: Agua Fria Fwy. (101L)  
27th Ave./Beardsley  
Bridge

06236

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 22 September, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PHOENIX, acting by and through its CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Charter, Chapter 2, Section 2 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

3. Incident to the State's construction of the Agua Fria  
Freeway (101L) at the 27th Avenue and Beardsley Road Traffic  
Interchange (T.I.), the City requests the State to construct a  
sound wall, herein referred to as the "Project", adjacent to  
the south right of way line along the south frontage road near  
47th Avenue at the City's expense, estimated at \$150,000.00.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>18036</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/22/93</u>
<u>Richard H. Shokan</u> Secretary of State
By <u>Vicky D. Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Upon execution of this agreement, invoice the City, \$150,000.00 for the estimated cost to construct the Project which includes 15% cost for construction engineering and administration.

b. By change order no. 4 to the State's existing construction contract, construct the Project using the City's construction plans and specifications. Be responsible for any contractor claims for extra compensation for whatever reason on the State's project, attributable to the State.

c. Upon completion of the Project, prepare a detailed accounting of actual cost of the Project, invoice or reimburse the City for the remainder.

d. Upon completion, approve and accept the Project on behalf of the City and the State, and provide maintenance within the State's right of way.

### 2. The City will:

a. Upon execution of this agreement and receipt of an invoice, remit \$150,000.00 payment to the State for the estimated cost of construction of the Project.

b. Be responsible for actual costs to construct the Project. Provide construction plans and specifications to the State for construction of the Project.

c. Be responsible for any contractor claims for extra compensation for whatever reason, attributable to the City.

d. Provide the necessary easements for construction and placement of the sound wall.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

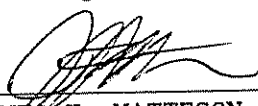
City of Phoenix  
Street Transportation Director  
125 E. Washington Street  
Phoenix, AZ 85004

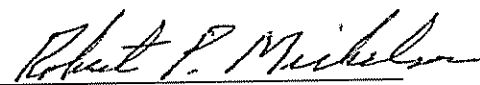
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

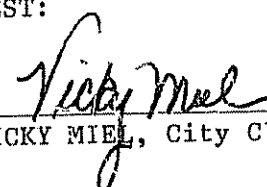
**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks,  
City Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES H. MATTESON, P.E.  
Street Transportation Director

By   
ROBERT P. MICKELSON, P.E.  
Deputy State Engineer

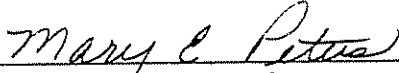
ATTEST:

By   
VICKY MIEL, City Clerk

RESOLUTION

BE IT RESOLVED on this 25th day of June 1993, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the construction and maintenance of a sound wall (adjacent to the south right of way line along the south frontage road near 47th Avenue), incident to the State's construction of the Agua Fria Freeway (101L) at the 27th Avenue and Beardsley Road traffic interchange.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE, Director  
Arizona Department of  
Transportation

JPA 93-91

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and City Charter.

DATED this 9th day of July, 1993.

  
\_\_\_\_\_  
ACTING  
City Attorney

Street

RESOLUTION NO. 18222

A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH THE ARIZONA DEPARTMENT OF  
TRANSPORTATION; FURTHER PROVIDING FOR THE  
PAYMENT THEREOF; AND DECLARING AN  
EMERGENCY.

**66236**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX,  
as follows:

SECTION 1. That the City Manager be, and is hereby  
authorized, to enter into an Agreement with the Arizona  
Department of Transportation to construct a sound wall along  
the south frontage road near 47th Avenue.

SECTION 2. That the City Controller be, and is hereby  
authorized, to disburse funds not to exceed \$150,000 for  
purposes of this Resolution.

SECTION 3. WHEREAS, the immediate operation of the  
provisions of this RESOLUTION is necessary for the preservation  
of the public peace, health, and safety, an EMERGENCY is hereby  
declared to exist, and this RESOLUTION shall be in full force  
and effect from and after its passage by the Council as  
required by the City Charter, and is hereby exempted from the  
referendum clause of said Charter.

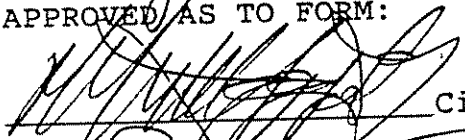
PASSED by the Council of the City of Phoenix  
this 1 day of September, 1993.

  
MAYOR

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
ACTING  
City Attorney

REVIEWED BY:

  
City Manager

1993 SEP 31 PM 9:45  
CITY CLERK DEPT.

BPM:pl/2093P  
(09/01/93)



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-1370-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16<sup>th</sup> day of September, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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